DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

(Head notes prepared by M. P. Burks, State Reporter.)

LONGLEY v. COMMONWEALTH.—Decided at Richmond, December 13, 1900.—*Harrison*, J:

1. APPEAL AND ERROR—*Excluding answers to question in trial court—Bill of exception—What must be shown—Voir dire.* The refusal of the trial court to permit a witness to answer a question will not be reviewed by this court unless the bill of exception shows what was proposed or expected to be proved by the witness. The same rule applies to the examination of a juror on his *voir dire.*

2. APPEAL AND ERROR—*Excluding or admitting evidence in trial court—Bill of exception.* This court will not review the ruling of the trial court on a motion to reject or admit evidence, unless a bill of exception is duly taken, clearly and distinctly pointing out each erroneous ruling complained of.

3. JURIES—*Consulting of verdict—Custody.* It is not necessary that a jury should be placed in charge of an officer when they go to their room to consult of their verdict. They are constructively in court when consulting of their verdict, and their deliberations should be as free from the presence of an officer as of others.

4. MURDER—*Degrees—Burden of proof.* All murder is presumed to be murder of the second degree, and the burden is on the Commonwealth to elevate it to murder of the first degree, and on the prisoner to reduce it below murder of the second degree.

5. MURDER—*Deadly weapon—Provocation—Extenuation—Burden of proof.* A mortal wound given with a deadly weapon in the previous possession of the slayer, without any provocation, or even upon slight provocation, is *prima facie* a wilful, deliberate and premeditated killing, and throws on the prisoner the necessity of showing extenuating circumstances.

6. CRIMINAL LAW—*Drunkenness as excuse.* A person, whether he be an habitual drinker or not, cannot voluntarily make himself so drunk as to become, on that account, irresponsible for his conduct during such drunkenness. Voluntary drunkenness is no excuse for crime.

7. CRIMINAL LAW—*Insanity—Drunkenness—Reasonable doubt—Burden of proof.* Where a prisoner relies on the defence of insanity, or irresponsibility produced by voluntary intoxication, it is not sufficient for him to raise a rational doubt on the minds of the jury as to whether he was responsible or not, but the burden is on him to prove to the satisfaction of the jury that he was not responsible.

8. CRIMINAL LAW—*Presumption of innocence—Suspicion.* Every man is presumed to be innocent until his guilt is established beyond a reasonable doubt. Mere suspicion or probability of guilt, however strong, is not sufficient. Guilt must be established so clearly as to exclude every reasonable hypothesis to the contrary.

9. CRIMINAL LAW—*Circumstantial evidence.* Circumstantial evidence is legal and competent in criminal cases, and, if it is so strong as to exclude every reason-

able hypothesis, other than the prisoner's guilt, it is entitled to the same weight as direct testimony.

10. APPEAL AND ERROR—*Instructions—Evidence to support--Presumption.* Where the evidence is not certified to this court by proper bill of exception, it will be presumed that there was evidence before the trial court to support the instructions given by it.

11. INSTRUCTIONS—*Oral explanations*—A trial court may give oral explanations of written instructions, and if the two taken together clearly and accurately state the law, it is sufficient.

12. INSTRUCTIONS—*Jury fully instructed.* It is not error to refuse to further instruct the jury when they have already been fully instructed.

VAN LANDINGHAM v. BUENA VISTA IMPROVEMENT COMPANY.—Decided at Richmond, December 13, 1900.—*Keith*, P:

1. DELINQUENT LANDS—*Deeds—Right to redeem—Waste—Rents.* A purchaser at a sale of land sold for delinquent taxes cannot acquire a deed thereto within two years after the date of his purchase, and if more than three years elapse after the date of sale, the former owner or a creditor holding a lien on the land may redeem the land at any time before a deed is made or ordered to the purchaser. Such purchaser is liable for waste committed before acquiring a valid deed, and for rents collected.

TURNBULL v. MANN.—Decided at Richmond, December 13, 1900.—*Phlegar*, J:

1. CONTRACTS—*Incomplete on face—Delivery—Presumption.* In the absence of evidence to the contrary, the presumption is that a bond naming the obligors but having one more seal than signature was delivered by all who signed it and not that it was delivered by some of them to one, to be by the latter delivered when fully completed. If delivery by all, it is the binding obligation of all, unless, at the time of delivery, the condition upon which it was to become obligatory was made known to the obligor.

2. CONTRACTS—*Incompleteness—Delivery—Presumption.* In the absence of evidence to the contrary, the presumption from an unconditional delivery of an instrument incomplete on its face is that the incompleteness is waived.

3. CHANCERY PRACTICE—*Approving acts of receiver—Collateral attack.* A decree approving the action of a receiver of the court in a case when the court had jurisdiction of the subject-matter and of the parties cannot be attacked in a collateral proceeding, but must remain in force until reversed on appeal or by proper proceedings in that case.

4. JUDICIAL SALES—*Purchaser—Party.* A purchaser at a judicial sale is a party to the suit in which he purchases, and is bound by the decree of sale and subsequent decrees in the cause affecting his interest. He is obliged to pay his purchase money as the court directs and will be protected in so doing.

5. JUDGMENTS—*Collateral attack—Evidence.* A commissioner's deed of real estate, and the decrees of courts of competent jurisdiction under which the deed